

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
WESTERN DIVISION

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U.S. DISTRICT COURT
N.D. OF ALABAMA

STEVEN FICARRA,

Plaintiff,

v.

Civil Action No. CV-01-N-1149-W

LOANSDIRECT, INC.; ZC STERLING)
INSURANCE AGENCY, INC.;)
CENTRE INSURANCE COMPANY;)
Defendants No. 1, 2, & 3, being the correct)
legal designation of that or those entities)
identified by name in the style of this)
cause; Defendants No. 4, 5, & 6, being the)
correct legal designation of that or those)
persons or entities who were responsible for)
obtaining and/or purchasing insurance on)
the Plaintiff's home as is described in the)
body of this complaint; Defendants No.)
7, 8 & 9, being the correct legal designation)
of that or those persons or entities who)
committed those acts of breach of contract,)
negligence, wantonness and/or fraud as is)
described in the body of this complaint;)
Defendants No. 10, 11 & 12, being the)
correct legal identities of that or those)
persons or entities who were the predecessors)
or successors in interest to any named)
defendant, all of whose true and)
correct legal identities are unknown at this)
time but who will be added by amendment)
when ascertained,)

Defendant)

PLAINTIFF'S SECOND AMENDED COMPLAINT

COMES NOW the Plaintiff in the above-styled cause who hereby amends his previous
Complaint and first amendment thereto as follows:

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1. By adopting and realleging as if fully set forth herein all claims, demands, assertions and averments as are set forth in the original Complaint and first amendment thereto;

2. It is the understanding and belief of the Plaintiff that the proper name for that Defendant previously identified as Loans Direct, Inc., is E Trade Mortgage Corporation. Accordingly, the Plaintiff adopts, realleges and maintains all claims, demands and averments as are set forth in the original Complaint and first amendment thereto against Loans Direct, Inc., and reasserts the same as if fully set forth herein against that entity otherwise known as E Trade Mortgage Corporation. Further, the Plaintiff demands relief against E Trade Mortgage Corporation in the same manner as such relief was claimed against that entity otherwise known as Loans Direct, Inc.

WHEREFORE, the Plaintiff demands judgment against the Defendants in such sums of compensatory and punitive damages as a jury may assess after a fair and accurate consideration of the facts of this cause.

Respectfully submitted,



DAVID M. COWAN, Attorney for
Plaintiff

OF COUNSEL:
MANN, COWAN & POTTER, P.C.
2000-B SouthBridge Parkway
Suite 601
Birmingham, AL 35209
(205) 879-9661

JURY DEMAND

Plaintiffs hereby demands a trial by struck jury.

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing pleading on counsel as follows by placing same in the U. S. Mail, properly addressed and first-class postage prepaid:

Peter S. Fruin, Esq.
MAYNARD, COOPER & GALE, P.C.
Suite 1940
201 Monroe Street
Montgomery, AL 36104

F. Timothy McAbee, Esq.
1025 Financial Center
505 North 20th Street
Birmingham, AL 35203

This the 5 day of Sept., 2001.



OF COUNSEL